

**CONTRACT #11**  
**RFS # 327.41-009**  
**FA # 07-17157**

**Environment & Conservation**

**VENDOR:**  
**SEMS of Nashville, LLC and**  
**SEMS, Inc.**

**Supplemental Documentation Required for  
Fiscal Review Committee**

**RECEIVED**

*Contact Name:	Ray Register	*Contact Phone:	532-0214	NOV 03 2008
*Contract Number:	FA-07-17157-00	*RFS Number:	327-100907	FISCAL REVIEW
*Original Contract Begin Date:	12/1/06	*Current End Date:	11/30/11	
Current Request Amendment Number: (if applicable)	1			
Proposed Amendment Effective Date: (if applicable)	1/1/09			
*Department Submitting:	Environment and Conservation			
*Division:	Underground Storage Tanks			
*Date Submitted:	October 30, 2008			
*Submitted Within Sixty (60) days:	Yes			
If not, explain:				
*Contract Vendor Name:	SEMS of Nashville, LLC, and SEMS, Inc.			
*Current Maximum Liability:	\$1,000,000			
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)				
FY: 2007	FY: 2008	FY: 2009	FY:	FY
\$ 116,667.00	\$ 665,153.51	\$ 218,179.49	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)				
FY: 2007	FY: 2008	FY:	FY:	FY
\$ 0.00	\$ 557,355.43	\$ 190,906.91	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:				
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		Special Revenue Fund		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		Within the past two years two (2) petroleum releases have occurred within wellhead protection areas in Jackson (Madison County) and Henderson (Chester County), Tennessee. City water supply wells are in close proximity to the petroleum contamination at both of these sites. Therefore, human health and the environment are at serious risk. The parties responsible for the cleanup at these two sites either cannot afford to pay for the assessment and remediation of the petroleum contamination or abandoned the site. Therefore, the Division of Underground Storage		

## Supplemental Documentation Required for Fiscal Review Committee

		<p>Tanks has taken over the cleanup work at the sites using the state contractors, SEMS of Nashville and SEMS. The assessment and remediation at these two sites has been complex and costly. Significant funds will be necessary for the foreseeable future in order to clean up these sites as well as the many other sites in this region where the state contractor, SEMS, is overseeing the cleanup for the state. Funds have been obtained thus far by reallocating between years within the term and maximum liability of the contract.</p>		
*Contract Funding Source/Amount:	State:	\$ 2,656,916.85	Federal:	\$ 843,083.15
Interdepartmental:		Other:		
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
4/29/08 Contract Summary Sheet Revision		Funds were reallocated from future fiscal years within the contract maximum liability to pay current year expenses.		
10/06/08 Contract Summary Sheet Revision		Funds were reallocated from future fiscal years within the contract maximum liability to pay current year expenses.		
Method of Original Award: <i>(if applicable)</i>		Request for Proposals		



RECEIVED

OCT 30 2008

FISCAL REVIEW

STATE OF TENNESSEE  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
NASHVILLE, TENNESSEE 37243-0435

JAMES H. FYKE  
COMMISSIONER

PHIL BREDESEN  
GOVERNOR

October 29, 2008

Mr. James W. White, Executive Director  
Fiscal Review Committee  
8<sup>th</sup> Floor, Rachel Jackson Building  
320 Sixth Avenue North  
Nashville, Tennessee 37243

Dear Mr. White:

The Department of Environment and Conservation requests approval to amend the contract with SEMS of Nashville, LLC, and SEMS, Inc., for leaking underground storage tank remediation services in the West Tennessee region. The original contract was awarded pursuant to a request for proposals, RFP #327.41-009-07. The sole purpose of the proposed amendment is to increase the maximum liability to provide payment for ongoing and future cleanup projects in West Tennessee. No changes to the scope of services or any other terms of the contract are included in the amendment. The amendment effective date is January 1, 2009.

The region that SEMS of Nashville, LLC, and SEMS, Inc., was awarded through the RFP process has historically been a region where less contract work has been required. Therefore, the initial contract value was determined with the historical workload in mind. Within the past two years, two (2) petroleum releases have occurred within wellhead protection areas in Jackson (Madison County) and Henderson (Chester County), Tennessee. City water supply wells are in close proximity to the petroleum contamination at both of these sites. Therefore, human health and the environment are at serious risk. The parties responsible for the cleanup at these two sites either cannot afford to pay for the assessment and remediation of the petroleum contamination or abandoned the site. Therefore, the Division of Underground Storage Tanks has taken over the cleanup work at the sites using the state contractors, SEMS of Nashville and SEMS. The assessment and remediation at these two sites has been complex and costly. Significant funds will be necessary for the foreseeable future in order to clean up these sites as well as the many other sites in this region where this state contractor, is overseeing the cleanup for the state.

Your consideration and approval of the proposed contract amendment will be appreciated.

Sincerely,

James H. Fyke  
Commissioner

JHF:RR

Attachments

## REQUEST: NON-COMPETITIVE AMENDMENT

RECEIVED

APPROVED

OCT 30 2008

FISCAL REVIEW

Commissioner of Finance &amp; Administration

Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS #	327.41-009-07	
2) State Agency Name :	Department of Environment and Conservation	
<b>EXISTING CONTRACT INFORMATION</b>		
3) Service Caption :	Leaking Underground Storage Tank (UST) Services	
4) Contractor :	SEMS of Nashville, LLC, and SEMS, Inc.	
5) Contract #	FA-07-17157-00	
6) Contract Start Date :	12/1/06	
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	11/30/11	
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$1,000,000.00	
<b>PROPOSED AMENDMENT INFORMATION</b>		
9) <u>Proposed</u> Amendment #	1	
10) <u>Proposed</u> Amendment Effective Date : (attached explanation required if date is < 60 days after F&A receipt)	1/1/09	
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	11/30/11	
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$3,500,000.00	
13) Approval Criteria : (select one)	<input checked="checked" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :		
The proposed amendment will increase the contract maximum liability. No additional service is proposed.		
15) Explanation of Need for the Proposed Amendment :		
The amendment is needed to provide payment for ongoing and future leaking UST cleanup projects in West Tennessee.		

**16) Name & Address of Contractor's Current Principal Owner(s) :**  
(not required if proposed contractor is a state education institution)

Mark L. Morgan  
11628 S. Choctaw Dr.  
Baton Rouge, LA 70815

**17) Documentation of Office for Information Resources Endorsement :**  
(required only if the subject service involves information technology; N/A to THDA requests)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**18) Documentation of Department of Personnel Endorsement :**  
(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**19) Documentation of State Architect Endorsement :**  
(required only if the subject service involves construction or real property related services)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :**

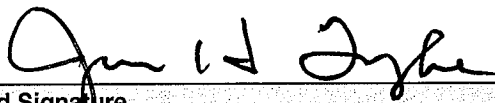
The Department issued Request for Proposals (RFP) #327.41-002 on September 20, 2006. Notice of the RFP was sent to approximately eighty (80) contractors approved to perform corrective action services by the Division of Underground Storage Tanks and to environmental consultants certified by the Governor's Office of Diversity Business Enterprise. The RFP divided the state into five (5) geographic regions. SEMS of Nashville, LLC/SEMS, Inc. was the best evaluated proposer for the westernmost region of the state.

**21) Justification for the Proposed Non-Competitive Amendment :**

The region (West Tennessee) that SEMS of Nashville, LLC and SEMS, Inc., won through the RFP process has historically been a region where less contract work has been required. Therefore, the initial contract value was determined with the historical workload in mind. Within the past two years, two (2) petroleum releases have occurred within wellhead protection areas in Jackson (Madison County) and Henderson (Chester County), Tennessee. City water supply wells are in close proximity to the petroleum contamination at both of these sites. Therefore, human health and the environment are at serious risk. The parties responsible for the cleanup at these two sites either cannot afford to pay for the assessment and remediation of the petroleum contamination or abandoned the site. Therefore, the Division of Underground Storage Tanks has taken over the cleanup work at the sites using the state contractors, SEMS of Nashville and SEMS. The assessment and remediation at these two sites has been complex and costly. Significant funds will be necessary for the foreseeable future in order to clean up these sites as well as the many other sites in this region where the state contractor, SEMS, is overseeing the cleanup for the state.

**REQUESTING AGENCY HEAD SIGNATURE & DATE :**

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)



10/30/08

Agency Head Signature

Date

# C O N T R A C T   S U M M A R Y   S H E E T

021908

<b>RFS #</b>				<b>Contract #</b>			
<b>327.41-009-07</b>				<b>FA-07-17157-01</b>			
<b>State Agency</b>				<b>State Agency Division</b>			
Department of Environment and Conservation				Underground Storage Tanks			
<b>Contractor Name</b>				<b>Contractor ID # (FEIN or SSN)</b>			
SEMS of Nashville, L.L.C., and SEMS, Inc.				<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V-		621642751-00	
<b>Service Description</b>							
Leaking Underground Storage Tank Services							
<b>Contract Begin Date</b>		<b>Contract End Date</b>		<b>SUBRECIPIENT or VENDOR?</b>		<b>CFDA #</b>	
12/1/06		11/30/11		Vendor		66.805	
<b>Mark Each TRUE Statement</b>							
<input checked="" type="checkbox"/> Contractor is on STARS				<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts			
<b>Allotment Code</b>		<b>Cost Center</b>		<b>Object Code</b>		<b>Fund</b>	
327.41		Supplement		139		20	
						6P1/6P2	
<b>Funding Grant Code</b>		<b>Funding Subgrant Code</b>					
6P1/6P2							
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>		
2007	\$116,667.00				\$116,667.00		
2008	\$528,797.04	\$136,356.47			\$665,153.51		
2009	\$722,700.81	\$253,921.91			\$976,622.72		
2010	\$500,700.81	\$175,921.91			\$676,622.72		
2011	\$500,700.81	\$175,921.91			\$676,622.72		
2012	\$287,350.38	\$100,960.95			\$388,311.33		
<b>TOTAL:</b>	<b>\$2,656,916.85</b>	<b>\$843,083.15</b>			<b>\$3,500,000.00</b>		
<b>— COMPLETE FOR AMENDMENTS ONLY —</b>				<b>State Agency Fiscal Contact &amp; Telephone #</b>			
<b>FY</b>	<b>Base Contract &amp; Prior Amendments</b>	<b>THIS Amendment ONLY</b>	Tom W. Eck 532-0292				
			<b>State Agency Budget Officer Approval</b>				
<b>TOTAL:</b>							
<b>End Date:</b>							
<b>Contractor Ownership</b> (complete for ALL base contracts—N/A to amendments or delegated authorities)							
<input type="checkbox"/> African American		<input type="checkbox"/> Person w/ Disability		<input type="checkbox"/> Hispanic		<input type="checkbox"/> Small Business	
<input type="checkbox"/> Asian		<input type="checkbox"/> Female		<input type="checkbox"/> Native American		<input checked="" type="checkbox"/> NOT Minority/Disadvantaged	
						<input type="checkbox"/> Government	
						<input type="checkbox"/> Other	
<b>Contractor Selection Method</b> (complete for ALL base contracts—N/A to amendments or delegated authorities)							
<input checked="" type="checkbox"/> RFP		<input type="checkbox"/> Competitive Negotiation *			<input type="checkbox"/> Alternative Competitive Method *		
<input type="checkbox"/> Non-Competitive Negotiation *		<input type="checkbox"/> Negotiation w/ Government (ID, GG, GU)			<input type="checkbox"/> Other *		
<b>* Procurement Process Summary</b> (complete for selection by Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)							

# **C O N T R A C T   S U M M A R Y   S H E E T   S U P P L E M E N T**

<b>Contract Number</b>		FA-07-17157-01					
<b>Fiscal Year</b>		2007					
<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>	<b>Grant Code</b>	<b>Subgrant Code</b>	<b>CFDA #</b>	<b>Amount</b>
327.41	07	139	20	.			\$116,667.00
<b>TOTAL</b>							\$116,667.00



# C O N T R A C T   S U M M A R Y   S H E E T   S U P P L E M E N T

<b>Contract Number</b>		FA-07-17157-01					
<b>Fiscal Year</b>		2008					
Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
327.41	07	139	20				\$505,153.51
327.41	10	139	20	6p1/6p2		66.805	\$60,000.00
327.41	12	139	20				\$100,000.00
<b>TOTAL</b>							<b>\$665,153.51</b>

# C O N T R A C T   S U M M A R Y   S H E E T   S U P P L E M E N T

<b>Contract Number</b>	FA-07-17157-01						
<b>Fiscal Year</b>	2009						
Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
327.41	07	139	20				\$643,635.90
327.41	10	139	20	6p1/6p2		66.805	\$77,662.28
327.41	12	139	20				\$255,324.54
<b>TOTAL</b>							<b>\$976,622.72</b>

# C O N T R A C T   S U M M A R Y   S H E E T   S U P P L E M E N T

<b>Contract Number</b>	FA-07-17157-01						
<b>Fiscal Year</b>	2010						
Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
327.41	07	139	20				\$405,973.63
327.41	10	139	20	6p1/6p2		66.805	\$101,493.41
327.41	12	139	20				\$169,155.68
<b>TOTAL</b>							<b>\$676,622.72</b>

# C O N T R A C T   S U M M A R Y   S H E E T   S U P P L E M E N T

<b>Contract Number</b>	FA-07-17157-01						
<b>Fiscal Year</b>	2011						
Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
327.41	07	139	20				\$338,311.36
327.41	10	139	20	6p1/6p2		66.805	\$135,324.54
327.41	12	139	20				\$202,986.82
<b>TOTAL</b>							<b>\$676,622.72</b>

# CONTRACT SUMMARY SHEET SUPPLEMENT

<b>Contract Number</b>	FA-07-17157-01
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<b>Fiscal Year</b>	2012
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Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
327.41	07	139	20				\$194,155.67
327.41	10	139	20	6p1/6p2		66.805	\$77,662.26
327.41	12	139	20				\$116,493.40
<b>TOTAL</b>							<b>\$388,311.33</b>

**AMENDMENT ONE  
TO FA-07-17157-00**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" and SEMS of Nashville, LLC., and SEMS, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section C.1 is deleted in its entirety and replaced with the following:
  - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed three million five hundred thousand dollars (\$3,500,000.00). The Unit Rates referenced in Section C.3 and detailed in Attachment 1 of this Contract shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Unit Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The revisions set forth herein shall be effective January 1, 2009. All other terms and conditions not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF:**

**SEMS OF NASHVILLE, LLC:**

---

**GERALD MALAGA, CHIEF MANAGER**

**DATE**

**SEMS, INC.:**

---

**MARK MORGAN, PRESIDENT**

**DATE**

**DEPARTMENT OF ENVIRONMENT AND CONSERVATION:**

---

**JAMES H. FYKE, COMMISSIONER**

**DATE**

**APPROVED:**

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

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**M. D. GOETZ, JR., COMMISSIONER**

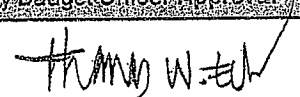
**DATE**

**COMPTROLLER OF THE TREASURY:**

---

**JOHN G. MORGAN, COMPTROLLER OF THE TREASURY      DATE**

REVISION 10/6/08

CONTRACT SUMMARY SHEET										021908
RFS #					Contract #					
327.41-009-07					FA-07-17157-00					
State Agency					State Agency Division					
Department of Environment and Conservation					Underground Storage Tanks					
Contractor Name					Contractor ID # (FEIN or SSN)					
SEMS of Nashville, L.L.C., and SEMS, Inc.					<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 621642751-00					
Service Description										
Leaking Underground Storage Tank Services										
Contract Begin Date			Contract End Date			SUBRECIPIENT or VENDOR?		CFDA #		
12/1/06			11/30/11			Vendor		66.805		
Mark Each TRUE Statement										
<input checked="" type="checkbox"/> Contractor is on STARS					<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts					
Allotment Code		Cost Center		Object Code		Fund		Funding Grant Code		Funding Subgrant Code
327.41		Supplement		139		20		6P1/6P2		
FY		State		Federal		Interdepartmental		Other		TOTAL Contract Amount
2007		\$116,667.00								\$116,667.00
2008		\$528,797.04		\$136,356.47						\$665,153.51
2009		\$161,271.03		\$56,908.46						\$218,179.49
2010		\$0.00		\$0.00						\$0.00
2011		\$0.00		\$0.00						\$0.00
2012		\$0.00		\$0.00						\$0.00
TOTAL:		\$806,735.07		\$193,264.93						\$1,000,000.00
COMPLETE FOR AMENDMENTS ONLY					State Agency Fiscal Contact & Telephone #					
FY		Base Contract & Prior Amendments		THIS Amendment ONLY		Tom W. Eck 532-0292				
						State Agency Budget Officer Approval				
										
						Funding Certification (certification required by T.C.A. § 9-4-5113 that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)				
TOTAL:										
End Date:										
Contractor Ownership (complete for ALL base contracts - N/A to amendments or delegated authorities)										
<input type="checkbox"/> African American		<input type="checkbox"/> Person w/ Disability		<input type="checkbox"/> Hispanic		<input type="checkbox"/> Small Business		<input type="checkbox"/> Government		
<input type="checkbox"/> Asian		<input type="checkbox"/> Female		<input type="checkbox"/> Native American		<input checked="" type="checkbox"/> NOT Minority/Disadvantaged		<input type="checkbox"/> Other		
Contractor Selection Method (complete for ALL base contracts - N/A to amendments or delegated authorities)										
<input checked="" type="checkbox"/> RFP		<input type="checkbox"/> Competitive Negotiation *		<input type="checkbox"/> Alternative Competitive Method *						
<input type="checkbox"/> Non-Competitive Negotiation *		<input type="checkbox"/> Negotiation w/ Government (ID, GG, GU)		<input type="checkbox"/> Other *						
Procurement Process Summary (complete for selection by Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)										



# C O N T R A C T S U M M A R Y S H E E T S U P P L E M E N T

<b>Contract Number</b>		FA-07-17157-00					
<b>Fiscal Year</b>		2007					
Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
327.41	07	139	20				\$116,667.00
<b>TOTAL</b>							<b>\$116,667.00</b>

# CONTRACT SUMMARY SHEET SUPPLEMENT

Contract Number FA-07-17157-00

Fiscal Year	2008
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[illegible]

# CONTRACT SUMMARY SHEET SUPPLEMENT

Contract Number FA-07-17157-00

Fiscal Year 2009

Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
327.41	07	139	20				\$161,271.03
327.41	10	139	20	6p1/6p2		66.805	\$15,366.28
327.41	12	139	20				\$41,452.18
<b>TOTAL</b>							<b>\$218,179.49</b>

REVISION 4/29/08

# CONTRACT SUMMARY SHEET

021908

RFS #		Contract #	
327.41-009-07		FA-07-17157-00	
State Agency		State Agency Division	
Department of Environment and Conservation		Underground Storage Tanks	
Contractor Name		Contractor ID # (FEIN or SSN)	
SEMS of Nashville, L.L.C., and SEMS, Inc.		<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 621642751-00	
Service Description			
Leaking Underground Storage Tank Services			
Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
12/1/06	11/30/11	Vendor	66.805
Mark Each TRUE Statement			
<input checked="" type="checkbox"/> Contractor is on STARS		<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts	
Allotment Code	Cost Center	Object Code	Fund
327.41	Supplement	139	20
Funding Grant Code	Funding Subgrant Code		
6P1/6P2			
FY	State	Federal	TOTAL Contract Amount
2007	\$116,667.00		\$116,667.00
2008	\$528,797.04	\$136,356.47	\$665,153.51
2009	\$75,000.00	\$25,000.00	\$100,000.00
2010	\$54,750.00	20,250.00	\$75,000.00
2011	\$18,250.00	\$6,750.00	\$25,000.00
2012	\$13,271.03	\$4,908.46	\$18,179.49
TOTAL:	\$806,735.07	\$193,264.93	\$1,000,000.00
COMPLETE FOR AMENDMENTS ONLY		State Agency Fiscal Contact & Telephone #	
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Tom W. Eck 532-0292
			State Agency Budget Officer Approval
			Funding Certification (certification required by T.C.A. § 9-4-5113 that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL:			
End Date:			
Contractor Ownership (complete for ALL base contracts—N/A to amendments or delegated authorities)			
<input type="checkbox"/> African American <input type="checkbox"/> Person w/ Disability <input type="checkbox"/> Hispanic <input type="checkbox"/> Small Business <input type="checkbox"/> Government <input type="checkbox"/> Asian <input type="checkbox"/> Female <input type="checkbox"/> Native American <input checked="" type="checkbox"/> NOT Minority/Disadvantaged <input type="checkbox"/> Other			
Contractor Selection Method (complete for ALL base contracts—N/A to amendments or delegated authorities)			
<input checked="" type="checkbox"/> RFP <input type="checkbox"/> Competitive Negotiation * <input type="checkbox"/> Alternative Competitive Method * <input type="checkbox"/> Non-Competitive Negotiation * <input type="checkbox"/> Negotiation w/ Government (ID, GG, GU) <input type="checkbox"/> Other *			
Procurement Process Summary (complete for selection by Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)			



# CONTRACT SUMMARY SHEET SUPPLEMENT

**Contract Number** FA-07-17157-00

Fiscal Year 2008

Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
327.41	07	139	20				\$505,153.51
327.41	10	139	20	6p1/6p2		66.805	60,000.00
327.41	12	139	20				\$100,000.00
<b>TOTAL</b>							<b>\$665,153.51</b>

# CONTRACT SUMMARY SHEET SUPPLEMENT

Contract Number		FA-07-17157-00					
Fiscal Year		2009					
Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
327.41	07	139	20				\$75,000.00
327.41	10	139	20	6p1/6p2		66.805	\$6,750.00
327.41	12	139	20				\$18,250.00
TOTAL							\$100,000.00

## CONTRACT SUMMARY SHEET SUPPLEMENT

Contract Number		FA-07-17157-00					
Fiscal Year		2010					
Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
327.41	07	139	20				\$54,750.00
327.41	10	139	20	6p1/6p2		66.805	\$5,468.00
327.41	12	139	20				\$14,782.00
TOTAL							\$75,000.00



# CONTRACT SUMMARY SHEET SUPPLEMENT

Contract Number		FA-07-17157-00					
Fiscal Year		2011					
Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
327.41	07	139	20				\$18,250.00
327.41	10	139	20	6p1/6p2		66.805	\$1,823.00
327.41	12	139	20				\$4,927.00
TOTAL							\$25,000.00



# CONTRACT SUMMARY SHEET

060706

<b>RFS #</b>	<b>Contract #</b>
327.41-009-07	FA-07-0157-00
<b>State Agency</b>	<b>State Agency Division</b>
Department of Environment and Conservation	Underground Storage Tanks
<b>Contractor Name</b>	<b>Contractor ID # (FEIN or SSN)</b>
SEMS of Nashville, L.L.C., and SEMS, Inc.	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 621642751-00

<b>Service Description</b>
Leaking Underground Storage Tank Services

<b>Contract Begin Date</b>	<b>Contract End Date</b>	<b>SUBRECIPIENT or VENDOR?</b>	<b>CFDA #</b>
12/1/06	11/30/11	Vendor	66-805

<b>Mark Each TRUE Statement</b>	
<input checked="" type="checkbox"/> Contractor is on STARS	<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts

<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>	<b>Funding Grant Code</b>	<b>Funding Subgrant Code</b>
327.41	Supplement	139	20	6P1/6P2	

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2007	\$85,167.00	\$31,500.00			\$116,667.00
2008	\$146,000.00	\$54,000.00			\$200,000.00
2009	\$146,000.00	\$54,000.00			\$200,000.00
2010	\$146,000.00	\$54,000.00			\$200,000.00
2011	\$146,000.00	\$54,000.00			\$200,000.00
2012	\$60,833.00	\$22,500.00			\$83,333.00
<b>TOTAL</b>	<b>\$730,000.00</b>	<b>\$270,000.00</b>			<b>\$1,000,000.00</b>

<b>COMPLETE FOR AMENDMENTS ONLY</b>			<b>State Agency Fiscal Contact &amp; Telephone</b>
<b>FY</b>	<b>Base Contract &amp; Prior Amendments</b>	<b>THIS Amendment ONLY</b>	Thomas W. Eck 532-0292
2007	2007 FEB 14 PM 2		<b>State Agency Budget Officer Approval</b>
	COMPTROLLER'S OFFICE OF MANAGEMENT SERVICES		<i>Thomas W. Eck</i>
			<b>Funding Certification</b> (certification required by T.O.A. §19-4-5113 that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
<b>TOTAL</b>			
<b>End Date</b>			

<b>Contractor Ownership</b> (complete on all base contracts with contract # prefix FA or GR)				
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input checked="" type="checkbox"/> NOT minority/disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—	

<b>Contractor Selection Method</b> (complete on ALL base contracts — N/A to amendments or delegated authorities)			
<input checked="" type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method	
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (e.g., ID, GG, GU)	<input type="checkbox"/> Other	

<b>Procurement Process Summary</b> (complete to selection by Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

# CONTRACT SUMMARY SHEET SUPPLEMENT

**Contract Number**

Fiscal Year[illegible]











**\$83,333.00**

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
AND  
SEMS OF NASHVILLE, LLC, AND SEMS, INC.**

This Contract, by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" and SEMS of Nashville, LLC, and SEMS, Inc., hereinafter referred to as the "Contractor," is for the provision of services related to the investigation, containment, and remediation of sites contaminated by leaking underground storage tanks, as further defined in the "SCOPE OF SERVICES."

SEMS of Nashville, LLC, is a limited liability company. SEMS, Inc., is a for-profit corporation. Their addresses are as follows:

SEMS of Nashville, LLC  
P. O. Box 1544  
~~Murfreesboro, Tennessee 37133-1544~~

SEMS of Nashville, LLC's place of incorporation or organization is Tennessee.

SEMS, Inc.  
11628 South Choctaw Drive  
Baton Rouge, Louisiana 70815.

SEMS, Inc.'s place of incorporation or organization is Louisiana.

**A. SCOPE OF SERVICES:**

- A.1. The Contractor, at the direction of the State, shall provide services related to the investigation, containment, and remediation at sites where petroleum products have leaked from underground storage tanks (UST). The services shall include, but not be limited to:
- a. tank tightness testing,
  - b. emergency response activities,
  - c. initial abatement,
  - d. tank removal,
  - e. soil transportation and disposal,
  - f. product recovery and disposal via vacuum trucks or other methods,
  - g. investigation and cleanup activities,
  - h. spill response,
  - i. installation and maintenance of booms and pads in creeks,
  - j. installation of venting systems in impacted sewers or buildings,
  - k. provision of alternate water supplies,
  - l. maintenance and storage of the State's remediation equipment,
  - m. installation of monitoring wells,
  - n. soil and groundwater sampling,
  - o. design and installation of remediation systems,
  - p. operation and maintenance of remediation systems,
  - q. purchase remediation equipment and sublease to other operators at the direction of the State.

- A.2. Prior to the Contractor commencing any work, the State shall issue a Notice to Proceed to the Contractor that outlines the technical requirements on a site-specific basis. Plans for the project will be submitted to the State for review and approval, if required.
- A.3. When the State has determined that a petroleum site constitutes an imminent, substantial danger to the public health, safety, and/or environment, the Contractor shall respond to the situation **within 4 hours** of notification by the State. The Contractor shall be prepared to perform such work as venting explosive vapors in buildings and sewers, providing alternate water supplies, placing and maintaining oil absorbent booms and pads in a creek, removing standing product or contaminated water from pits or tanks, etc.
- A.4. In instances where the danger is not determined to be imminent, **within 24 hours** of notification by the State, the Contractor shall mobilize on site a sampling/reconnaissance team. This team shall be able to assess the situation at a leaking petroleum site and develop a cleanup plan to abate all immediate risks to the public health and/or the environment.
- A.5. The Contractor, at the State's direction, shall remain on site to continue such action as is necessary to prevent further environmental damage from the release of petroleum from leaking USTs. The Contractor shall be prepared to perform work as directed by the State to locate the source of petroleum causing the problem.
- A.6. Any and all activities conducted by the Contractor, including the development of any and all plans and reports, shall comply with Chapter 1200-1-15, Rules of the Department of Environment and Conservation, Division of Underground Storage Tanks, Underground Storage Tank Program, which can be found at <http://www.state.tn.us/sos/rules/1200/1200-01/1200-01-15.pdf>, as well as published guidelines and guidance documents found at <http://state.tn.us/environment/ust>.
- A.7. Unless otherwise stated, all permits, applications, or waste transport identification numbers (such as monitoring well installation permits; NPDES permit applications, injection well permit applications, air permit applications, hazardous waste generator ID number forms, solid waste disposal permits, etc.) necessary to conduct work during investigations and corrective actions at LUST Trust Fund sites and any other UST sites will be obtained by the Contractor on behalf of the State or as an agent for the State.
- A.8. The schedule for submission of cost estimates, plans, reports, and the implementation of these plans or activities will be defined in the Notice to Proceed on a site-specific basis. Plans and reports to be submitted by the Contractor may include but not be limited to:
- a. Initial Abatement Report (IAR) – The Initial Abatement Report (IAR) is due within thirty (30) calendar days after the Responsible Party has been directed by the Division to begin an investigation. The IAR shall contain all data gathered during field activities. For more information see: <http://www.tennessee.gov/environment/ust/pdf/iar.pdf>.
  - b. Initial Site Characterization Report (ISCR) – The Initial Site Characterization Report (ISCR) is due within ninety (90) calendar days after the Responsible Party has been directed by the Division to begin an investigation. The ISCR shall contain all data gathered during field activities, identify the applicable cleanup levels, and determine if the site is eligible for site ranking in accordance with Technical Guidance Document - 014, UST Site Ranking System. For more information see: <http://www.tennessee.gov/environment/ust/pdf/iscr.pdf>.
  - c. Corrective Action Plan Reports (CAP) – Any confirmed release of petroleum or petroleum product that results in concentrations of a Chemical of Concern (COC) above the applicable Risk-Based Screening Level (RBSL) or the applicable Site-Specific Target Level (SSTL) requires corrective action. An Exposure Assessment (EA) shall be conducted prior to the submittal of a Corrective Action Plan (CAP) to determine the applicable RBSL or the applicable SSTL for each COC. If soil or ground water contamination is above the applicable RBSLs or SSTLs, then complete the relevant portions of the CAP. For more information see: <http://www.tennessee.gov/environment/ust/pdf/cap.pdf>.
  - d. Environmental Assessment Report (EAR) and EAR Addendum – The Environmental Assessment Report (EAR) shall be prepared for those sites which do not qualify for site ranking or the total site score exceeds the action number in accordance with Technical Guidance Document 014, UST Site Ranking System. The EAR shall contain all data gathered during field activities and

shall fully define the petroleum contamination to the applicable cleanup levels. For more information see: <http://www.tennessee.gov/environment/ust/pdf/earg.pdf>

- e. TGD-003 Application For Authorization To Operate A Class V Underground Injection Well Or Storm Water Discharge To The Subsurface – One of the options for disposal of treated wastewater at UST sites is that of reinjection. Injection wells of this type are classified as Class V wells under rule 1200-4-6.14. This class of injection well is permitted by rule. For more information see: <http://www.tennessee.gov/environment/ust/guidance/tgd003.pdf>
- f. TGD-004 Free Product Removal Report – This report must be provided within forty-five (45) calendar days of the discovery of free product in accordance with Rule 1200-1-15-.06(5)(d). Each item shall be addressed in a typewritten report. For more information see: <http://www.tennessee.gov/environment/ust/guidance/tgd004.pdf>
- g. TGD-005 Sampling And Reporting Requirements For Excavated Material – The purpose of this document is to assist the regulated community in determining whether excavated material requires treatment. This determination is based upon the collection and analysis of discrete samples obtained from the excavated material. For more information see: <http://www.tennessee.gov/environment/ust/guidance/tgd005.pdf>
- h. TGD-007 Monitoring Reports – The purpose of this Technical Guidance Document (TGD) is to assist the regulated community in determining the requirements for periodic monitoring and reporting at UST sites. All work associated with this TGD shall be performed in accordance with the applicable sections of the Environmental Assessment Guidelines. For more information see: <http://www.tennessee.gov/environment/ust/guidance/tgd007.pdf>
- i. TGD-009 Application To Treat Petroleum Contaminated Soil By Mobile Thermal Treatment – Provides the Responsible Party with the requirements for treating petroleum contaminated soil generated at underground storage tank (UST) sites. For more information see: <http://www.tennessee.gov/environment/ust/guidance/tgd009.pdf>
- j. TGD-010 Procedure to obtain an NPDES Permit at a Petroleum Underground Storage Tank Site and the Division's Interim Requirements – One method of disposal of treated water is to discharge to surface waters according to a National Pollution Discharge Elimination System (NPDES) permit issued by the Division of Water Pollution Control (WPC). WPC and the Division of Underground Storage Tanks (UST) developed an agreement which streamlines the NPDES process thus allowing for timely free product removal, clean-up of ground water, and proper wastewater treatment. For additional information see: <http://www.tennessee.gov/environment/ust/guidance/tgd010.htm>
- k. TGD-012 General Facility Site Check – Investigation shall be conducted at facilities with evidence of on-site environmental impact (exclusive of analytical data) or off-site environmental impact and at which underground storage tank (UST) system(s) have passed tightness testing. An environmental impact includes, but is not limited to, the discovery of released petroleum at a UST site and/or in the surrounding area (such as free product or vapors in soils, basements, sewer and utility lines and nearby surface water). For additional information see: <http://www.tennessee.gov/environment/ust/guidance/tgd012.pdf>
- l. TGD-016 MEME Proposal and Report – The purpose of this document is to provide guidance for applying mobile enhanced multi-phase extraction (MEME) technology at petroleum underground storage tank sites. For more information see: <http://www.tennessee.gov/environment/ust/guidance/tgd016.pdf>
- m. TGD-017 Risk-Based Procedure To Determine Clean-Up Levels – Exposure Assessment Report Preparation – Provides the minimum requirements to determine clean-up levels at petroleum underground storage tank sites that have, at a minimum, completed an Initial Site Characterization Report (ISCR) in accordance with Rule 1200-1-15-.06(5)(b). These clean-up levels will be determined for specific Chemicals of Concern (COCs) to provide adequate protection of human health and/or the environment. For more information see: <http://www.tennessee.gov/environment/ust/guidance/tgd017.pdf>
- n. Monitoring Well Proposal – A written proposal including the rationale, cost and locations for additional monitoring well installations.

- o. Monitoring Well Abandonment Report – A written report detailing the completion of monitoring well abandonment activities.

A.9. The State shall review, modify, approve, or reject any plans/reports within 20 working days of its submission, or another schedule as proposed in a specific Notice to Proceed. Should the State request the Contractor to modify any plan/report or reject the plan, the Contractor must submit a revised plan/report within 20 working days of the Notice from the State. The State will not compensate a Contractor for expenses specific to the development of a plan/report that has been rejected or modified one (1) or more times even though the State may request further modifications of the plan. Compensation for work performed under this Contract will be paid after approval and acceptance by the State.

A.10. The State will select projects to be completed under the Leaking UST Services Contract. In the event modifications or additions to the original Notice to Proceed are deemed necessary, the State shall notify the Contractor in writing. In the event that the State determines that work at any site is completed or that additional work at a site is not necessary, activities at the site will cease and the Contractor will be compensated for that percent of each task completed at that time. It is the intent of this Contract that the State shall have the right to cease operations at any site, on a Notice to Proceed upon notifying the Contractor either verbally or in writing:

A.11. Quality Management Plan. TDEC has entered into grants and cooperative agreements with the U.S. Environmental Protection Agency to implement federally mandated environmental programs in Tennessee. Per EPA Executive Order 5360.1, which directs the implementation of an agency wide quality management system, TDEC has agreed to implement an agency wide quality management system when it enters into each TDEC/EPA grant and cooperative agreement. TDEC has agreed to develop and implement a Quality Management Plan for activities that generate and utilize environmental data. This Quality Management Plan requires TDEC to insure that environmental data generated and it uses to make environmental decisions is scientifically sound, legally defensible and meets defined precision and accuracy requirements. 40 CFR 30, 40 CFR 31 and 48 CFR 46 stipulate the requirements that states require contractors receiving federal funds to meet quality management system requirements.

Work performed by the Contractor for TDEC shall meet the criteria set in place by the TDEC Quality Management Plan as described in "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs (ANSI/ASQC E4-1994)" and "EPA Requirements for Quality Management Plans (QA/R-2)". The Contractor shall either submit for approval or develop Quality Assurance Project Plans as deemed necessary by TDEC for review and approval. For projects and tasks that TDEC has developed Quality Assurance Project Plans and Standard Operating Procedures, the Contractor agrees to meet the requirements of said quality assurance & quality control documents.

A.12. Electronic Mail. The Contractor shall have the capability to send and receive electronic mail. The Contractor shall maintain electronic mail capability for the duration of the contract.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on December 1, 2006 and ending on November 30, 2011. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one million dollars (\$1,000,000.00). The Unit Rates referenced in Section C.3 and detailed in Attachment 1 of this Contract shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Unit Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Unit Rates referenced in Section C.3 and detailed in Attachment 1. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The Unit Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the Unit Rates in Attachment 1 for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service defined in Section A. The Contractor shall be compensated based upon the Unit Rates detailed in Attachment 1 of this contract.

Upon completion of work associated with a Notice to Proceed, the Contractor shall submit an original invoice and one copy, in form and substance acceptable to the State with all necessary supporting documentation, prior to any payment. Billing for incomplete tasks will not be accepted unless authorized by the State. Such invoices will, at a minimum, include the name of each individual, the individual's job title, the number of hours worked during the period, the hourly rate, the total compensation requested for the individual, itemization of other costs, and the total amount due the Contractor for the period invoiced. In addition, the Contractor shall be required to submit a progress report to the State with the invoice. Such reports shall be presented in a format as prescribed by the State.

The State will only compensate the Contractor for the Job Titles identified in Attachment 1. All Contractor employees assigned to perform services under the Contract must meet the qualification for the Job Title as defined in the Personnel Descriptions in Attachment 1 and be on the Contractor's employee list submitted as required by Corrective Action Contractor regulations. Use of any subcontractor specialty personnel with job titles other than those listed in Attachment 1 requires prior, written approval by the State.

Reimbursement for remediation equipment purchased pursuant to Section A.1.q shall be at the Contractor's actual cost, documented by a copy of the original invoice, and subject to prior approval by the State.

Payments shall be made not more often than monthly and will be made only after the submission of invoices and any required activity reports, and upon approval of the State.

In the event of a change in the maximum rates in the State's Reasonable Reimbursement Guidance Document, the Contractor may request an increase in applicable Unit Rates. A Unit Rate increase shall be limited to the percentage increase in the corresponding maximum rate, shall be effected by an amendment to the Contract, and shall require approval by appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time.

Personnel Mileage to and from sites shall be determined starting from the Contractor's office that is located closest to the specific UST site or from another UST site, if traveling between sites.

C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.

C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document as Attachment 3; hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the contractor and made available to state officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the contractor and made available to state officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

D.9. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the



parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

**The State:**

Cindy Greene, Corrective Action Program Manager  
Department of Environment and Conservation  
Division of Underground Storage Tanks  
401 Church Street, 4<sup>th</sup> Floor L & C Tower  
Nashville, Tennessee 37243-1541  
615-532-0988 – phone  
615-532-9759 – fax

**The Contractor:**

Gerald Malaga, Chief Manager  
SEMS of Nashville, LLC / SEMS, Inc.  
P.O. Box 1544  
Murfreesboro, Tennessee 37133-1544  
615-890-6282 – phone  
615-895-5557 – fax

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. UST Approved Corrective Action Contractor Status. The Contractor must be an Approved Corrective Action Contractor as defined in Rule 1200-1-15-.09(16) and remain same during the entire contract period. Failure to maintain this requirement shall result in the immediate termination of the contract at the discretion of the State.
- E.5. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.6. Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services. Such procurements shall be made on a competitive basis, where practical.
- E.7. State Interest in Equipment—Uniform Commercial Code Security Agreement. The Contractor shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Contract, subject to the State's equitable interest therein; to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment"

shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code— Secured Transaction, found at Title 47, Chapter 9 of the *Tennessee Code Annotated*, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the *Tennessee Code Annotated*, an intent of this Contract document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment or motor vehicles acquired by the Contractor pursuant to the provisions of this Contract document. A further intent of this Contract document is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Contractor pursuant to the provisions of this program's prior year Contracts between the State and the Contractor.

The Contractor hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Contractor hereby grants the State a security interest in said equipment. The Contractor agrees that the State may file this Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Contractor agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Contract in such form as the State may require to perfect a security interest with respect to said equipment. The Contractor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Contractor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Contractor's breach of any covenant or agreement contained in this Contract, including the covenants to pay when due all sums secured by this Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Contractor agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Contract. The Contractor shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment tag identification;
- d. Acquisition date, cost, and check number;
- e. Percentage of state funds applied to the purchase;
- f. Location within the Contractor's operations where the equipment is used;
- g. Condition of the property or disposition date if Contractor no longer has possession;
- h. Depreciation method, if applicable; and
- i. Monthly depreciation amount, if applicable.

The Contractor shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Contractor shall inventory equipment annually. The Contractor must compare the results of the inventory with the inventory control report and investigate any differences. The Contractor must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Contractor shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

The Contractor shall submit its inventory control report of all equipment purchased with the final invoice submitted under this Contract. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control.

Upon termination of the Contract, where a further contractual relationship is not entered into, or at another time during the term of the Contract, the Contractor shall request written approval from the State for any proposed disposition of equipment purchased pursuant to this Contract. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services and in accordance with any applicable federal laws or regulations.

E.8. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.9. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.10. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

E.11. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the State.

E.12. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

- E.13. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards:

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.14. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

- E.15. Authorized Individuals. Each party hereto has provided the other party hereto with a list identifying the individuals from whom the other party is authorized to accept any notices, requests, demands, or other advice which may be given hereunder by the party providing such list. Said lists, which are attached hereto as Attachment 2, shall be valid until revoked or amended by further written notice. The parties hereto shall only be entitled to rely on notices, requests, demands, or other advice given by such individuals.

- E.16. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- E.17. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, et. seq., the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the

employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

E.18. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
- d. ~~have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.~~

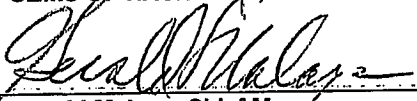
E.19 Insurance. The Contractor(s) shall maintain the appropriate forms of liability insurance, which include but are not limited to, Worker's Compensation, Employer's Liability, Automobile Liability and General Liability. The limits of liability for these policies must meet or exceed the requirements for a Tennessee UST Division Approved Corrective Action Contractor, as outlined in Rule 1200-1-15-.09(16)(b) part 4, as amended from time to time. The Tennessee Department of Environment and Conservation - Division of Underground Storage Tanks shall be listed as the certificate holder on the Contractors' insurance certifications.

E.20. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-327.41-002 (Attachment 6.3, Section B, Item B.21.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.

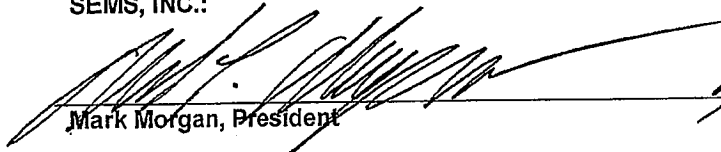
IN WITNESS WHEREOF:

SEMS OF NASHVILLE, LLC:

  
Gerald Malaga, Chief Manager

1/31/07  
Date

SEMS, INC.:

  
Mark Morgan, President

1/22/07  
Date

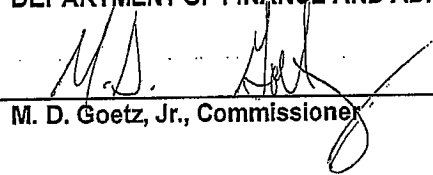
TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

  
James H. Fyke, Commissioner

2/2/07  
Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

  
M. D. Goetz, Jr., Commissioner

1/15 2/14/07  
Date

COMPTROLLER OF THE TREASURY:

  
John G. Morgan, Comptroller of the Treasury

2-15-07  
Date

## PAYMENT RATES

**NOTE:** Items or services provided under the contract, not included in Attachment 1 will be reimbursed by the State at actual cost. These items may include but are not limited to providing specific services such as electrical power, discharge to sanitary sewers, purchasing of water, application and/or permit fees, replacement, installation, and/or repair of fences, roads, parking lots, lawns, or other items that are damaged due to normal on-site activities, plumbing supplies, lumber, the purchase of test, remediation, and site equipment or materials or specialty tools or any service or subcontracted service not included in Attachment 1. All work of this nature must be approved in advance by the State.

## PERSONNEL

Field Operations	Unit Rate Per Hour
Foreman/Senior Technician	45.00
Technician	35.00
General Laborer	25.00
Heavy Equipment Operator/Truck Driver	30.00
Surveyor	50.00
Technical Staff	
Project Manager/Senior Review	80.00
Engineer/Geologist/Hydro-geologist/Sr. Environmental Specialist	65.00
Environmental Specialist	55.00
Industrial Hygienist	60.00
Contract Administrator/Reimbursement Coordinator	45.00
Draftsperson/CAD Operator	40.00
Secretarial	25.00

## Personnel Descriptions

Only the job titles and classifications listed should be used for invoicing purposes. Any qualified professional who performs a task of a lesser-qualified person should be billed at the rate of that job task. For example, a person who meets the experience and education of a professional but performs task such as digging a trench, hand auguring, bailing wells, etc. should be billed at the lesser job classification. The same would also apply if that person is typing a report or using a word processing software; they should be billed at the lesser rate.

**Construction Foreman:** This person must have completed all appropriate personal protection and safety courses, have three (3) years experience in UST or hazardous substance site work and field supervision experience and must be supervising a construction crew.

**Senior Technician:** This person must have completed appropriate personal safety and sampling courses and have at least three (3) years of experience working in the environmental field at hazardous substance or UST sites. All technicians must be high school graduates or have passed the General Equivalency Diploma (GED) test.

**Technician:** This person must have completed appropriate personal safety and sampling courses and have at least one (1) years of experience working in the environmental field at hazardous substance or UST sites. All technicians must be high school graduates or have passed the General Equivalency Diploma (GED) test.

**General Laborer:** This person must have completed appropriate personal health and safety courses. General laborer includes surveyor helpers, construction workers and other site workers not included in other categories.

**Heavy Equipment Operator:** This person must be knowledgeable of the capabilities and limitations of the equipment to be used and must be familiar with all applicable laws and regulations governing its use. Equipment operators must have current Health and Safety Training.



**Truck Driver:** This person must be knowledgeable of all Tennessee motor vehicle laws and regulations as well as hold all licenses required for the type of motor vehicle operated.

**Surveyor:** This person must have the ability to take linear and angular measurements and apply the principles of geometry and trigonometry to delineate the form, extent, position, etc., of a tract of land. This person must be registered in Tennessee as a surveyor.

**Project Manager:** This person must have five (5) years full-time experience in investigation, remedial planning or design phases of environmental project management. A BS degree in engineering, geology or other appropriate science is necessary. The person must have supervisory and project management experience. The project manager supervises and assigns tasks to staff members working on contracted projects irrespective of supervisory structure in the organization. The project manager is responsible for all major decisions involving the project. The project manager contributes 5-10% of the total professional hours billed to this project. Postgraduate work in an appropriate science may be substituted on a year for year basis for experience for a maximum of two (2) years.

~~**Senior Review:** Experience and Education: This person must be a registered Professional Geologist or a Professional Engineer licensed in the State of Tennessee and have at least five (5) years of UST related work and/or hazardous substance remedial activities. Reimbursement Task: Limited to performing final report review, senior design, complex data analysis and limited field/site work, evaluation of pump test data, and establishing cone of influence for remediation systems, etc.~~

**Engineer:** Experience and Education: This person must be a Professional Engineer licensed in the State of Tennessee. Reimbursement Task: Assessment of remedial activities, overseeing drilling and monitoring well installation, compiling and analyzing environmental data, and on site supervision of the installation of remediation systems.

**Geologist:** Experience and Education: This person must be a registered Geologist in the State of Tennessee. Reimbursement Task: Assessment of remedial activities, overseeing drilling and monitoring well installation, performing aquifer testing, and compiling and analyzing environmental data.

**Hydro-geologist:** Experience and Education: This person must be a registered Geologist in the State of Tennessee with a BS or MS degree from an accredited four (4) year college in hydro-geology and at least two (2) years of UST related work. Reimbursement Task: Assessment of remedial activities, overseeing of drilling and monitoring well installation, performing aquifer testing, and compiling and analyzing environmental data.

**Senior Environmental Specialist:** Experience and Education: This person must have a BS or MS degree in biology, engineering, environmental science, industrial hygiene, soil science, or another field of science acceptable to the Division from an accredited four (4) year college and have at least five (5) years of UST related work and/or hazardous substance remedial activities.

**Environmental Specialist:** Experience and Education: This person must have a BS or MS degree in biology, engineering, environmental science, industrial hygiene, soil science, or another field of science acceptable to the Division from an accredited four (4) year college. Reimbursement Task: Assessment of remedial activities, overseeing of drilling and monitoring well installation, performing aquifer testing, and compiling and analyzing environmental data.

**Industrial Hygienist:** Experience and Education: This person must be certified as an industrial hygienist by the American Board of Industrial Hygiene. The Industrial Hygienist must have a minimum of two (2) years full time experience. Postgraduate work in an appropriate science may be substituted on a year for year basis for experience for a maximum of two (2) years. Reimbursement Task: Evaluate factors of environment emanating from the work site which may cause illness; lack of well being or discomfort either among workers or among the community as a whole. Identify and report the presence of occupation-related illness. In addition, the industrial hygienist must develop corrective measures in order to eliminate existing problems.

**Contract Administrator:** This person must have a degree in Business, Accounting or other degree approved by the Division or an associates degree in Business or Accounting and two (2) years experience in contract

## ATTACHMENT 1

administration. Duties included in this category will include assisting the Project Manager, procuring contracts with responsible parties, subcontractors, as well as work order and change order.

**Draftsperson:** This person must have the ability to develop scaled maps, engineering drawings and contour maps of professional quality. A draftsperson must have two years full time experience relating to drafting and cartography or an Associates degree with emphasis on drafting or CAD programs.

**CAD Operator:** This person must have ability to develop scaled maps engineering drawings and contour maps using CAD computer programming of significant difficulty including development of stand alone programs. The CAD computer operator must have a degree in information systems analysis, or CAD computer programming or at least 3 years full time increasingly responsible experience as a programmer.

**Secretary:** (clerical support, word processing and other office workers shall be included in this category). This person must be able to type, use word processors, and carry out general clerical duties. Only expenses associated with site specific work by this position will be compensated.

### REPORT PREPARATION

Report	Cost
Initial Abatement Report (IAR)	370.00
Initial Site Characterization Report (ISCR)	3,500.00
Corrective Action Plan (CAP) On-Site Soil Contamination	3,200.00
CAP On-Site Soil And Groundwater Contamination	5,800.00
CAP On-Site And Off-Site Contamination	6,500.00
Environmental Assessment Report	3,800.00
Environmental Assessment Report Addendum (for installation of additional wells prorated @ \$600.00 per well)	2,400.00
TGD - 003 Application for Injection of treated UST water	370.00
TGD - 004 Free Product Report	200.00
TGD - 005 Soil Report	280.00
TGD - 007 Reports	
Site Status Monitoring Report (soil and water)	840.00
Site Status Monitoring Report (no soil)	760.00
Comprehensive Monitoring Report (also CLOSURE)	910.00
Corrective Action Monitoring Report with as built diagram	1,800.00
Corrective Action Monitoring Report (semiannual)	1,600.00
TGD - 009 Application To Treat Soil	150.00
TGD - 010 Monthly Discharge Report	120.00
TGD - 011 Risk Based Closure Process Report	2,200.00
TGD - 012 Site Check Report	2,200.00
TGD - 016 MEME Application	300.00
MEME Report	300.00
TGD - 017 Exposure Assessment Report	1,000.00
Monitoring Well Proposal	70.00
Monitoring Well Abandonment Report	65.00

**EQUIPMENT**

Construction equipment rental rates include attachments, depreciation, maintenance, field repairs, fuel, permits, lubricants, tires, OSHA equipment, insurance, equipment shelter and security, overhead, profit, and administrative costs. Mobilization/demobilization is limited to \$1 per mile with a maximum charge of \$125 one way.

Excavating Equipment	Rate Per Day	Rate Per Week	Rate Over 1 Week
Trencher (walk behind)	140.00	420.00	84.00
Trencher (ride on)	213.00	639.00	128.00
Skid Steer Loader (bobcat)	180.00	540.00	108.00
Backhoe (all types)	230.00	690.00	138.00
Trackhoe ½ CY Minimum	560.00	1,680.00	336.00
Trackhoe ¾ CY Minimum	630.00	1,890.00	378.00
Trackhoe 1 CY Minimum	750.00	2,250.00	450.00
Crawler Loader 1 CY Minimum	400.00	1,200.00	240.00
Dozer	400.00	1,200.00	240.00
Field Tractor and Attachment	150.00	450.00	90.00
Dump Truck 15 CY and larger (w/o driver)	35.00/hr		
Support Equipment			
5 KW Generator Minimum	65.00	195.00	39.00
50 KW Generator Minimum	210.00	630.00	126.00
3,000 PSI High Pressure	55.00	165.00	33.00
Explosion Proof Evacuation Fan (12,000 ft. 3/min air movement)	75.00	125.00	45.00
Mobilization included in daily rate			
Miscellaneous Tools And Supplies			
Air Jackhammer with bit and hose	50.00		
Electric Jackhammer with bit	75.00		
Compressor 100 CFM, Gas Powered	70.00		
Compressor 175 CFM, Gas Powered	105.00		
Concrete Saw with blade	80.00		
Hydrocarbon Skimmer Pump (self leveling)	40.00	120.00	24.00
Submersible Sampling Pump (Electric)			
2-inch diameter	65.00		
4-inch diameter	35.00		
Self Priming Centrifugal Pump (trash)			
2-inch discharge	35.00		
3-inch discharge	50.00		
4-inch discharge	65.00		
Disposable Bailer	10.00		
Welder/supplies/fuel	55.00		
Petroleum Absorbent Booms 8 inch diameter, 10 ft. sections	50.00		
Petroleum Absorbent Pads 3/16", 18" x 18", 100 count	60.00		
Petroleum Absorbent Pads 3/8", 18" x 18", 100 count	75.00		
Petroleum Absorbent Sweeps 18" x 100' x 3/8	95.00		
Reconditioned Drums 17-H; 55-gallon	30.00		

ATTACHMENT 1

	Rate Per Day	Rate Per Week	Rate Over 1 Week
<b>Portable Field Instruments</b>			
Combustible Gas Indicator (LEL)	20.00		
Combustible Gas Indicator/with oxygen meter	25.00		
Oxygen Meter(dissolved/reduced)	25.00		
Photoionization Detector (PID)	65.00		
OVA Flame Ionization Organic Vapor Meter	85.00		
Oil/water Interface Probe	30.00		
Toxic Gas Detection Equipment Pump	5.00		
Detection tubes	5.00/tube		
Electronic Water-Level Indicator	20.00		
Electronic Water-Level Recorder/Transducer (two well capability)	50.00		
Electronic Water-Level Recorder/Transducer (four well capability)	100.00		
Velocity Meter	45.00		
Conductivity and pH Meter	10.00		
Safety cones, barricades, caution tape	10.00		
Disposable camera and film development	15.00		

# ATTACHMENT 1

## VEHICLES

Mobilization and demobilization of a vacuum truck with driver will be limited to two (\$2.00) dollars per mile with a minimum billing of two hundred (\$200.00) dollars and maximum of five hundred (\$500.00) dollars.

	Rate
Autos/Pick-up Trucks (per mile)	0.42
Three/quarter(3/4) -ton truck (per mile)	0.58
Vacuum Truck/with driver	
Per hour	120.00
per week 25-40 hours	2,880.00
per hour over 40 hours	72.00

## DISPOSAL AND TREATMENT OF CONTAMINATED SOIL:

Treatment	Rate Per Ton
Land Farming	28.00
Incineration	35.00
Land Fill	Actual Cost
Transportation (less than 100 miles one way)	8.00
Transportation (100 - 200 miles one way)	11.00
Transportation (over 200 miles one way)	13.00

## DISPOSAL AND TREATMENT OF CONTAMINATED WATER:

	Rate Per Gallon
Water (treated off site)	0.50
Water (treated on site)	0.50

## SOIL AND WATER DRUM DISPOSAL

These maximum rates include transportation.

Contents	Rate Per Drum
Water	85.00
Soil	85.00

# ATTACHMENT 1

## DRILLING

Equipment included in mobilization/demobilization cost: rig, support vehicles, steam cleaner, grout plant, trailers, and crew.

Mobilization/demobilization (maximum 125 miles one way)	Rate Per Mile
Auger Rig/Core Rig/Wash Rotary Rig (min. \$200)	2.50
Air Rotary Rig (min. \$350)	3.75

Price per foot includes: drill rig and set up fee, installation, development, sand, bentonite, cement, flush mount manhole, locks, end plug, casing, and screens.

	Rate
Auger Drilling (\$/foot/including 2 man crew)	
2-inch Wells	31.00
4-inch Wells	39.00
6-inch Wells	53.00
Air Rotary Drilling (\$/foot/including 2 man crew)	
2-inch Wells	42.00
4-inch Wells	50.00
6-inch Wells	64.00
Well Abandonment includes personnel, equipment, and supplies (per ft.)	10.00
Borings (per ft.)	13.00
Decontamination of Rig and Tools (\$/boring) (Includes steam cleaner rental)	100.00
Standby Time Not Due to the Driller (\$/day maximum 1 hr.)	150.00
Third Man for Drilling (\$/hr)	25.00
Water Truck (only if water is not available at facility) \$/day	200.00
Water Tight Bolt Down Manhole (per well all sizes)	50.00
Centralizers-stainless steel	
(2) inch	21.00
(4) inch	23.00
(6) inch	26.00
Concrete penetration	50.00/hole
Removal of manhole cover and well pad	125.00/well

GEOPROBE DAILY CHARGE (2 MAN CREW 8 HOUR DAYS)	Rate
MOB/DEMOB	2.00/mile
DIRECT PUSH	1,300.00
SOIL SAMPLE LINERS	4.25
POLY TUBING	0.30/foot
EXPENDABLE POINTS	8.75 each
TEMPORARY WELL	4.00/foot
BENTONITE (50LB BAG)	10.00
Sampling Methods	Rate
Split Spoon Sampling ASTM-D1586 (\$/sample)	15.00
Shelby Tube Sampling ASTM-D1587 (\$/sample)	40.00
Direct Push (\$/sample)(AIR ROTARY)	15.00
Soil and Well Sampling Supplies	20.00

Freight charges on well installation and drilling supplies, casing, screen, bentonite, etc. will be paid at actual costs. Rates for sampling supplies include jars, packing, coolers, ice, disposal of samples, twine or string, latex gloves, isopropyl alcohol, and distilled water. These supplies are per sampling event; not per well.

**LABORATORY SERVICES**

Invoices must have the facility number listed on them. Analyticals required by the Division but not listed will be reimbursed at the original invoice cost.

Method	Rate
Method 8260B -	90.00
Method 8270C - PAH	130.00
Method 200.7 ICP Metals	65.00 for all 5 metals
Method 6010/3050	75.00
Method TN EPH	52.00
Method TN GRO	50.00

\*When sampling a drinking water supply, the detection limit shall not exceed the established MCL for that constituent. Any sample that fails to meet these criteria will be deemed invalid and not reimbursable.

Samples received by the labs above the required temperature of 4 degrees Celsius also will not be reimbursed.

**ATTACHMENT 2**

**AUTHORIZED INDIVIDUALS**

**SEMS OF NASHVILLE, L.L.C., AND SEMS, INC.**

Gerald Malaga, Chief Manager  
SEMS of Nashville, LLC

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## ATTACHMENT 2

### State's Authorized Representatives

**Contact Address:** Tennessee Department of Environment & Conservation  
Division of Underground Storage Tanks  
401 Church Street, 4<sup>th</sup> Floor L&C Tower  
Nashville, Tennessee 37243

**Contact Main Phone:** 615-532-0945

**Primary Contact:** Susan E. Watts, Environmental Specialist 6  
615-532-0958  
[susan.watts@state.tn.us](mailto:susan.watts@state.tn.us)

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#### Additional Contacts:

Stan Boyd, Director  
615-532-0945  
[stan.boyd@state.tn.us](mailto:stan.boyd@state.tn.us)

Donna Washburn, Deputy Director  
615-532-0945  
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Cindy Greene, Corrective Action Program Manager  
615-532-0988  
[cindy.greene@state.tn.us](mailto:cindy.greene@state.tn.us)

Mohammad Naqvi, Environmental Protection Specialist 5  
615-253-6340  
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Geina Skinner, Environmental Protection Specialist 3  
615-253-6341  
[geina.skinner@state.tn.us](mailto:geina.skinner@state.tn.us)

### ATTACHMENT 3

#### ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE &  
DATE:

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.